

DEATH IN THE AVALANCHE

The Terrible Destruction of Life and Property in Italy.

ROME, January 22.—Many more villages in Italy are reported to-day as having been devastated by avalanches, and the havoc and slaughter are described as appalling. Most of the casualties seem to have occurred in the province of Cuneo, which

is in the south of Piedmont, and is bounded by the Maritime Alps, many spurs of which intersect the province. At Frassinio, which is nineteen miles northwest of the capital city of Cuneo, the number of killed is now stated at 140, and forty-one corpses have been recovered from the ice and snow in which they were entombed. The village of Valenza, on the Grand St Bernard, also

Cuneo, is partly destroyed, and many persons have been killed. Twelve houses have been demolished and 42 persons killed at Davais. The village of Rabbasso is almost completely buried under the snow. Scores of people have been killed there and over 200 men, women and children have been injured. The

homeless are in awful distress. More than 3,000 men are engaged, in addition to the soldiers, in the work of exhuming the dead and rescuing the survivors in the province of Cuneo.

Henry George in a Row.

BELFAST, January 22.—Henry George lectured before the Belfast land restoring society this evening. At the conclusion of the lecture a disturbance was created by some persons in the audience, and great disorder ensued. A motion for a vote of thanks to George was stifled by the uproar. Chairs were thrown about

and the gas extinguished.

MRS. GAINES' PROPERTY.

Two Wills Offered for Probate, and Extensive Litigation Promised.

NEW ORLEANS, January 22.—The succession

Myra Clark Gaines bids fair to be as fruitful of litigation as was that of her father. The day after her death two will were offered for probate, each purporting to be her last will and testament. The one first filed bore date January 8th, and was as follows:

"I, Myra Clark Gaines, being of sound mind, memory to my excellent friend, Mrs. Isabelle

Perkins, as a token of my esteem and love, that part of my estate known as the Fuentes property; and to my friend, Mrs. Marie P. Evans, one third of the remainder of my entire estate, the balance to be equally divided between my grandchildren. I appoint Mrs. Marie P. Evans my testamentary executrix and detainer of my entire estate without bond.¹⁷

This document appears to be in the handwriting of Mrs. Gaines, and is accompanied by a letter dated at Washington last August, in which the deceased writes Mrs. Evans, offering her one-third of her estate and appointing her executrix and detainer without bonds. The other will is filed by Wm. H. Wilder, an

old friend of the deceased, and Jas. T. Christmas, who are therein named testamentary executors without bond. This will is dated January 5th, and, after directing the payment of just debts, bequeaths to Mrs. Virginia Davis, at whose house she died, a tract of 800 acres of land on Plaquemine

bruse, St. Landry parish, to her daughter, Mrs. Whitney, and son-in-law Christmas and their heirs, she gives \$100,000 each, together with all real and personal property not otherwise devised. The other bequests are as follows: Edmund Pendleton Gaines, son of her late husband, \$25,000; Geo. Benson, Marietta, Ga., \$25,000; Henry M. Benson, and her

This will revoke all previous ones, and bears the names of five witnesses to the testator's mark, she being too ill to sign her name. The attorneys for the parties to the last mentioned will have filed an objection to probate the first one, alleging it is not genuine. Mrs.

The first one, alleging it is not genuine, Mrs. Gaines being to ill the day before her death to have written the document, as evidenced by her inability too merely sign her name three days previous. They therefore ask that it be thrown out. So the case stands at present. The matter will soon come up for decision before

A PRIVATE MILL.

Sullivan and Ryan Come Near Having a Rough-and-Tumble Fight.

NEW YORK, January 22.—It transpired to-day that before the division of the money was

that they made yesterday at the Coleman house Sullivan and Ryan struck each other and were only prevented by friends from a rough and tumble fight. Sullivan sat for a long time with his head bowed down about to his knees. Ryan walked in and then the war began.

"You can," replied Sullivan; "I'm ready."
"Put up your hands, John," said Ryan, and

Immediately he let his right out and planted a terrible blow on Sullivan's nose. Sullivan, who was unprepared for the onslaught, let go his left but missed Ryan. Then he tried his right, but Ryan met him with a cross counter in the region of the ribs, which made the Boston boy yelp. The back-

ers interfered and the whole thing was put a stop to, not before, however, the furniture was destroyed.

SHELTERLESS ON A COLD NIGHT

An Infant Covered Only by an Apron in

Freezing weather.
CHICAGO, January 22.—At 2½ o'clock this morning, when the mercury was 14 degrees below zero, Patrolman Ryan saw a woman wandering about. She was in a hysterical condition, and the apron which covered her poorly clad form was held close to her breast.

Besides this, she was barefooted. When the policeman stopped her he looked into the apron. To his surprise he saw a newly born infant. It was naked, and all the covering to protect it from the biting wind was the calico apron. The girl said her name was Annie Hanson.

The patrol wagon was hastily summoned, and the girl was conveyed to the Hahnemann hospital, where she now lies. She will say nothing except that the child was born shortly before the policeman discovered her. Reports from the hospital at noon to day say that the girl and her child are in a good condition, in

Disastrous Fire in Hamburg.
HAMBURG, January 22.—A disastrous fire occurred in this city last night. Grossman's stores, filled with cotton, wool, camphor, tobacco, coffee and sugar, were destroyed. The loss is estimated at \$950,000. Damage to an

Burial of Major Daniel B. Miller.
COLUMBIA, S. C., January 22.—(Special.)—Major Miller was buried at 11 o'clock this morning in the presence of a large number of officers and men of the 1st South Carolina Heavy Artillery, and a large number of citizens. The remains were placed in a vault in the cemetery at the foot of the hill. The amount of damage caused in the adjacent buildings by water thrown by engines. One man was killed.

Failure in Troy.
MONTGOMERY, January, 22.—[Special.]—S. R. Ootten, general merchandise, Troy, Alabama, has

TELEGRAPH BREVITIES.

The National Woman suffrage association in Washington closed its convention last night.

The Western mail association have advanced the with the usual

The Wheeling nail manufacturing company have advanced the card rate of nails to \$2.15—less than ten per cent for carload lots.

In the Swaim courtmartial, Major Gardner, judge advocate of court, began the summing up the case on behalf of the government.

RESEARCH. EXPERIMENT. STUDY.

FIFTY YEARS, by Dr. A. L. Barry, an old physician, especially in Female Troubles, was awarded in the discovery of that certain and specific for women troubles, Luxolux. Luxolux is a preparation that daily grows in popularity. Testimonials from responsible persons all over the country furnish ample evidence of the great power of Luxolux as a remedial agent in the relief and permanent cure of all those conditions incident to females. Luxolux is specially adapted to troubles of pregnancy, and it alleviates the pangs of child birth, shortens labor, prevents hemorrhages, and facilitates recovery. Owing to the strengthening and toning influence Luxolux relieves all MENSTRUAL IRREGULARITIES, and is a superior uterine tonic and tonic.

If your druggist has not the preparation, address THE BARRY MFG CO., Drawer 28, Atlanta, Ga.

Luxolux is a powerful, safe, and reliable remedy for all female troubles. It is a simple tonic and tonic.

For interesting book. Mailed free.

Manhood Restored

Don't get left.

Remember!

Only Limited Express

TO THE

NEW ORLEANS

WORLD'S FAIR.

TEST TIME MADE!

The Mann Boudoir Dining and Sleeping Car

Leaves the Union Depot at

127 P. M.

FOR TICKETS VIA THE

Georgia Pacific Railway

Berths secured thirty days in advance.

For further information apply to

B. WEBB, ALEX. S. THWEAT, Pass. Agent

JENNERS, L. S. BROWN, Gen'l Agent

Atlanta, Ga.

Swiftest Train in the South

Orleans Exposition Limited Express Train

ATLANTA AND WEST POINT R. R.

ATLANTA TO NEW ORLEANS

15 Hours and 20 Minutes.

Leaving Atlanta 3 P. M. Daily.

FOURTEEN AND TEN MINUTES LESS THAN BY

Other Lines. Tickets

Atlanta to New Orleans and Return, Good

for 15 Days, \$15.

Atlanta to New Orleans and Return, Good

for 40 Days, \$20.

Reserved 20 days in advance in Pullman Bu-

tings and reference to card in

ADVERTISING AGENT,

stitution Building, Atlanta, Ga.

Advertisements Placed Cheaply and Promptly.

FACILITIES UNSURPASSED.

and For Lists and Rates,

THE SUPREME COURT

DECISIONS RENDERED WEDNESDAY, JANUARY 21, 1885.

Ben. J. Jackson, Chief Justice, Hon. Samuel Hall and Hon. J. H. Lumpkin, Associate Justices.

The Constitution by J. H. Lumpkin, Supreme Court Reporter.

Localities vs. Western and Atlantic Railroad. Case, Fulton. Actions. Damages. Title. Parties. Carriers. Railroads. Bailments. Borrowing. (Before Judge Hammond.)

Suit for the destruction of an oil painting by a railroad, over which it was shipped, was brought by the sister of the painter, and on the trial she testified that her brother had suffered her to keep the picture until called for, and if he never did, it was to be her property, it being a gift in the family and prized by her son, and that she was responsible for its delivery to him.

Held, that the plaintiff had no property, general or special, in the picture, but was a mere lender, and could not sue in her own name; but an action for the destruction of the picture should have been brought in the name of the owner.

A letter acquires no property in the thing loaned, but only the right to possess and use it; and for any interference with that right he may maintain an action. Code, § 220.

In all cases of bailment, where the property is in possession of the bailee, and a trespass is committed during the continuance of the bailment, this gives the bailor a right of action for the interference with his special property, and a concurrent right to the owner or bailor, for the interference with his general property. Code, § 220, 221, 222.

A carrier cannot dispute the title of the party delivering goods for transportation, by setting up title in himself, or in a third person, which is not being enforced against him; but such is the case here.

Judgment affirmed.

Robert H. Tripp, for plaintiff in error. Julius L. Brown, for defendant.

Morris vs. Marquese & Varney. Complaint from Fulton. Partnership. Evidence. Fraud. Statute of Frauds. Notice. Charge of Court. (Before J. T. Pennington, Esq., Judge pro vice.)

On the trial of a partnership, a partner is bound to disclose to the other partner all the facts and circumstances which may affect the partnership, and to keep him advised of its condition.

Held, that in a suit between partners, a partner is bound to disclose to the other partner all the facts and circumstances which may affect the partnership, and to keep him advised of its condition.

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Central Railroad vs. Smith. Case, from City Court of Atlanta. New Trial. Charge of Court. (Before Judge Dorsey.)

Blindfold, J.—The evidence being conflicting, there being sufficient evidence to sustain the finding, and the presiding judge having refused a new trial, this court will not interfere.

2. It is the judgment of the court granting or refusing a new trial which is subject to review in this court; a reversal will not be granted on account of the reasons which influenced the trial judge in his decision.

In this case there has been no abuse of discretion in refusing a new trial.

4. Although a portion of the charge excepted to may have been inaccurate and confused, yet it was not intended to mislead the jury at all, it was in favor of the plaintiff in error, and a new trial will not be required by it.

Judgment affirmed.

Jackson & King, for plaintiff in error. Geo. T. T. King, for defendant.

Kidnapping vs. Kenton & Fox. Refusal of injunction from Fulton. Streets and Alleys. Notice. Title. Easements. (Before Judge Hammond.)

Blindfold, J.—A deed of record described the lot conveyed as follows: "Situated on the corner of Pine and Peachtree streets, containing three acres and one-half, and running north thirty-three feet to Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre." On a bill to prevent the closing by subsequent purchasers of adjoining lands, of a portion of the alley claimed to be beyond the lot of complainant, the evidence was as follows:

1. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

2. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

3. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

4. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

5. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

6. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

7. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

8. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

9. The alley was shown by a survey of 1859, thirty-three feet on Peachtree street, thence west two hundred feet to a ten-foot alley, thence south thirty-three feet to Pine street, thence along the north of Pine street to the beginning, containing one-half acre.

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Two "until he got straight," and he would find the baker something to do, of making arrangements with him; and if in pursuance of such declarations, he sought to get employment for the baker with other persons, and relying on these acts and declarations, the baker refused offers of employment from other parties outside of the city, and remained there in good faith for several weeks waiting for the fulfillment of these declarations, and at the end of five weeks his former employer refused to carry out such declarations or to pay him anything.

Held, that such declarations were merely promises, and in no sense related to the contract which had been made by the first defendant, and that the plaintiff was not entitled to a new trial on the ground that the contract was not a new contract, but a new contract.

3. If there was any error in the charge on the subject of the measure of damages, it did not hurt the plaintiff, as the jury found for the defendant on the plea that the contract had been terminated by the destruction of the bakery by fire.

Judgment affirmed.

Jackson, C. J., stated that he concurred in the judgment; that he was inclined to think that the declarations of the employer amounted to a new contract, but as they were obtained on such a recovery by the defendant was proper.

S. Thomas, T. P. Westmoreland, for plaintiff in error.

Myatt & Howell, for defendant.

McAlister vs. State. Assault with intent to murder from Fulton. Criminal Law. Practice. Evidence. Charge of Court. (Before Judge Hammond.)

Blindfold, J.—Where a ground of a motion for new trial, based on the admission of evidence, is shown to be immaterial, it does not show that the evidence was objected to the ruling thereon cannot be considered by this court.

2. There was sufficient evidence to sustain the verdict, and the presiding judge being satisfied, this court will not interfere.

3. Where it was in issue whether the defendant had committed murder, and the jury found for the defendant, and the presiding judge being satisfied, this court will not interfere.

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33. Where it was in issue whether the defendant had committed murder, and the jury found for the defendant, and the presiding judge being satisfied, this court will not interfere.

34. Where it was in issue whether the defendant had

The policy of the democratic party has nothing sinister in it. It is purely paternal. It distinctly recognizes the fact that the best and most intelligent representatives of the negro race ought to acquire some measure of

the march to Khartoum is practically ended; for steamers can readily cover the intervening distance of ninety miles without serious risk from the artillerists of the mahdi. It is expected that General Gordon's iron-clad

It then occurred to us that trousers of yellow sigea, and a blue hi trimmed with rare old toyah, would be a lovely costume for a bride. A silver kiki in the hair and a gold tumtu around the neck would materially increase the effectiveness of the costume, we think.

ment of divers writers to the effect that the skin of the West Indian creole feels cooler than that of the European or American from the northern states. The same is true of the Louisiana creole; the vigorous European or northerner who touches a creole and during the burning hours of a July or August day has reason to be surprised at its coolness—

Boomy City Limits.
from the Chicago Herald.
The city limits of New Orleans so greatly exceed the bounds of the city proper that some persons do live within the corporation limits have not neighbor within twenty miles.

The Bo Peep Operatta company will leave in the morning for Columbus on a special train. The party will consist of nearly eighty people, headed by Prof. Roy West, who will make the trip both pleasant and agreeable for them.

WYNTON.

Killed in an Explosion
ITCHEKA, N. Y., January 22.—The power used in sawing lumber at the farm of Benedict, at Groton, N. Y., exploded, killing Edwin Phelps and Edward Reelen, were instantly killed.

W. H. PATTERSON,

BOND AND STOCK BROKER,

24 Pryor Street.

WANTED.—Georgia R. R. Bonds and Bonds.

Central R. R. Bonds and Bonds.

Atlantic City Bonds.

Augusta City Bonds.

Empire Loan and Building Stock.

Pulman Southern Car. Stock.

FOR SALE.—Ga. Pacific 1st Mortgage Bonds.

Oven Steamship Co. 1st Mortgage Bonds.

Indemnity Co. R. R. Bonds.

Post Road & Augusta R. R. Bonds.

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JAMES' BANK,

OPEN 8 to 4—EXCHANGE AND BANKING

business, deal in stocks and bonds on

commission; Accounts of merchants and ind-

ividuals collected. Savings Department—Allow in-

terest on deposits at the rate of 4 per cent per an-

num; collections in the city made free of charge.

Have turned out a large number of loans in-

stead of specializing in stocks.

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THE CHICAGO MARKET.

By Telegraph.

LIVERPOOL, January 22.—Cotton—Cotton

with price, showing a little; middling upland

10 1/2; middling 10 1/4; good middling 10 1/8; low

middling 10 1/8; good middling 10 1/8; low

middling 10 1/8; good middling 10 1/8; low

middling 10 1/8; good middling 10 1/8; low

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PIEDMONT AIR-LINE.

Richmond and Danville

RAILWAY SYSTEM.

The Great Through Car Route

—WITH—

DOUBLE DAILY TRAINS

AND THROUGH

SLEEPING CAR SERVICE COMPLETE

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72 MILES SHORTER

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Richmond and Danville Railroad Time

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Leave Atlanta (R. & D. Time).

Leave Atlanta (City Time).

Leave Atlanta (R. & D. Time).

Leave Atlanta (City Time).

